



To all participants MPS-ABC in Japan

Our reference.: b2011-0990-jwo

City : Tokyo / Honselersdijk
Date : 15 december 2011

Re : transfer to MPS-ECAS

Dear MPS-ABC participant,

As you perhaps may know, MPS-ECAS is executing the certification activities on behalf of the MPS foundation since 2007. MPS-ECAS is a full daughter company from MPS. Within Japan we co-operate with MPS-Japan and ECAS-Japan for execution of the local activities. For certification of MPS-ABC you have signed a contract with MPS-Japan.

In this construction, MPS manages, develops, markets and communicates certification schemes and analyses group data. Furthermore, MPS will develop new certification schemes for the horticultural sector. Through joint marketing and communication activities we do our best to increase the recognition of the MPS and MPS-ECAS certificates and try to create as much market value as possible for these certificates.

MPS-ECAS is a certification organisation and conducts its certification processes independently. In addition to the certification schemes that are managed by MPS, MPS-ECAS offers other certificates. An overview of this may be found on the website (www.ecas.nl).

During the past years the Japanese MPS-ABC participants have been certified under contract with MPS-Japan. However, as you may understand from the information above, in order to organise the certification process properly and legally binding, there needs to be an agreement between the MPS foundation, MPS-ECAS and you as a participant. This has been the case for all MPS-ABC certification activities world-wide since May 26 2007. Unfortunately in Japan this has not been implemented as such.

Transfer certification agreements

Considering the above we now need to re-organise the agreement structure in Japan. The current certification agreement (including its rights and obligations) will be replaced by an agreement with MPS-ECAS and MPS as per January 1. 2012. MPS-ECAS therefore is your contract partner instead of MPS-Japan. However, MPS-Japan recognises the new



agreements and signs as a witness as well. In the new agreement the tasks of MPS-Japan are described in Appendix A. For all new participants the new contract will be the document to be signed. The new version of the agreement is enclosed with this letter.

In practice this means, among other things, that:

- MPS in principle acts as manager of the certification schemes. MPS informs you about this and about new developments and, in order to do this, MPS-ECAS will place your (contact) details at the disposal of MPS;
- MPS-ECAS, with the legal entity being a limited (Ltd.) company, certifies independently, in accordance with international accreditation standards.
- the registration and qualification for MPS-ABC proceeds through MPS-ECAS with the assistance of MPS Japan.

What does this mean for you?

As you see, in reality only the “nameplates” have been changed. Therefore in practice there will be no effect considering the day-to-day activities for MPS-ABC. For the record, we also submitted this transfer to the Council of Experts in 2007, with a positive result. We therefore assume that you will also agree with the above-mentioned transfer of the contract to MPS-ECAS. In that case you do not have to undertake any action and your contract will automatically be transferred to ECAS from 1 January 2012.

If you do not agree with the above-mentioned transfer of the contract to MPS-ECAS, your cancellation letter should be in the possession of MPS no later than 1. January 2012. Then your registration as a certificate holder at MPS will be terminated from that date (as well as your certificates and the right to use the trademarks).

We trust that the above-mentioned changes will contribute to an optimal service to you. If you still have any questions as a result of this letter, please contact MPS-Japan. You may also visit our websites for more information about the organisational structure and the opportunities this may offer for you: www.my-mps.com or www.ecas.nl.

Yours faithfully,
MPS-ECAS

MPS

MPS-Japan

Jacques Wolbert
Director MPS-ECAS

Theo de Groot
CEO MPS

Yoshiyuki Matsushima
Director MPS Japan Co., Ltd

Agreement concerning participation in MPS-ABC

MPS-ECAS

Japan

1814

1814

THE UNDERSIGNED

1 MPS FOUNDATION

With its registered office in the municipality Westland, holding office at Jupiter 450 in 2675 LX Horselersdijk
duly represented in this matter by Mr. Th. de Groot,
hereinafter to be referred to as: MPS

2 ECAS B.V.

With its registered office in the municipality Westland, holding office at Jupiter 440 in 2675 LX Horselersdijk
duly represented in this matter by Mr. Ir. J.J.B. Wolbert
hereinafter to be referred to as: ECAS

3 Name :
Address :
Legal representative :
MPS-number :
Hereinafter to be referred to as : Participant

WHEREAS

- MPS is owner and manager of the certification scheme MPS-ABC, hereinafter to be referred to as: 'the scheme';
- ECAS has been authorised by MPS to certify participants according to 'the scheme';
- Participant has indicated that he wishes to certify his company according to 'the scheme'.

STATE TO HAVE AGREED THE FOLLOWING:

REGISTRATION

1. As part of his operational management Participant shall be obliged to keep a registration with regard to the themes and the environment cluster surfaces that are relevant for MPS-ABC.
2. The themes and the environment clusters, as well as the guidelines for the way in which this registration is kept and the forms for the registration shall be managed by MPS. Participant shall observe these guidelines, which have been included in 'the scheme'.
3. Participant shall always be obliged to fill in the registration forms completely and truthfully. They shall show the actual consumption.
4. The registration data shall be sent to ECAS per period (of 4 weeks). The data shall be in the possession of ECAS within one week after the period in question has ended.

The registration data shall be saved in the database of MPS by ECAS. The data shall be used for certification by ECAS and for the management and maintenance of 'the scheme' by MPS.

5. The company data that refer to the themes of MPS-ABC must be kept both by ECAS and Participant until at least 2 years after the moment of registration.

INSPECTION

6. Participant shall subject him/herself to the forms of inspection established by ECAS on the basis of 'the scheme' and accept any sanctions imposed by ECAS.
7. The inspection shall be carried out by inspectors employed by ECAS or an inspection organisation contracted by ECAS for this purpose. The data registered in conformity with MPS-ABC instructions form the basis for carrying out inspections. As long as the origin of the products can be established, inspections can also be carried out after the products have left the company.
8. The inspection is carried out as a guarantee of the correct and right registration of the required data for MPS-ABC. With regard to the themes of MPS-ABC an inspection shall be carried out concerning the consumption and the consumed amounts. Furthermore, an inspection shall be carried out concerning the correct surface registration of environment clusters and the use of the MPS-ABC vignette. Various methods are used for inspections, such as desk inspection, company inspection, sampling, vignette inspection etc..
9. Participant shall be obliged to always grant the inspector access to the company and all rooms for which access is necessary or required for carrying out the inspection by the inspector. Furthermore, Participant shall also be obliged to make it possible for the inspector to carry out the inspection without any restrictions. Hereby Participant shall make all information, purchase and sales administration with regard to the themes of MPS-ABC available upon first request.
10. The inspector shall have to identify herself with regard to her work upon request of Participant.

QUALIFICATION

11. On the basis of the data supplied by Participant, ECAS shall establish the qualification four times a year for the subsequent qualification period.
12. Within two weeks after the end of a qualification period ECAS shall process all data supplied by Participant. Next, ECAS shall send Participant a print of his entered data within two weeks, the calculated company standard, the calculated points and the environmental class. If ECAS has not received a written challenge of this print within 7 days after receipt, the data shall be considered to have been correctly supplied and processed. In the event of a challenge, the data shall be adapted in agreement with the conditions. After this the qualification becomes definitive. Then the qualification is announced to the relevant (Dutch) auction(s) where Participant supplies his products. Participant shall receive a certificate on which the qualification for the coming qualification period is mentioned.
13. During the qualification period as referred to in article 12 Participant shall be entitled to use MPS forms of environmental expressions, however only under the conditions as laid down in 'the scheme'. Participant shall refrain from using other forms of environmental expressions that have been derived from MPS-ABC forms of environmental expressions, unless ECAS has granted written permission to do so.
14. MPS and ECAS shall not be responsible in any way for the damage sustained by Participant or any other (legal) consequences resulting from an established incorrect qualification of the Participant, unless it involves gross negligence or intention by MPS or ECAS. Participant shall indemnify MPS and ECAS against claims by third parties in this respect.
15. Participant shall not be allowed to trade products under the name of the MPS-ABC qualification, MPS-ABC label or otherwise, if these products have not been registered by Participant for MPS-ABC, irrespective of whether these products have been grown at the own nursery or supplied by third parties.

GENERAL

16. With regard to the observation of the statutory regulations Participant, as an independent entrepreneur, shall be directly bound and continue to be bound to the statutory regulations that apply in this case..
17. Participant shall treat all information that he receives about ECAS and/or MPS strictly confidential. Except for statutory obligations MPS and ECAS as well as the bodies contracted by ECAS shall be obliged to observe secrecy with regard to the data supplied by Participant. Releasing these data shall only be possible if Participant gives permission to do so in writing.

18. However, MPS shall be entitled to analyse and use the data supplied by Participant and laid down by for the management and maintenance of 'the scheme', the establishment of general figures, group figures (= more than 10 individual company situations), etc. The board of MPS shall decide in which way and the relevant objectives according to which these figures will be published.
19. In addition, ECAS as well as MPS shall be entitled to publish - in any other way they think appropriate - that Participant is certified according to MPS-ABC.
20. The annually payable costs that Participant pays in particular to ECAS are mentioned in appendix 2; Cost analysis.
21. Changes in this agreement shall first be decided after consultation with the ECAS Board of Experts (in which participants in MPS-ABC are represented), after which they shall be binding between parties. In contrary to the aforementioned changes in article 23 of this agreement need to be explicitly agreed to by the individual Participant in order to be binding between parties.
22. The certification manager MPS-ABC of ECAS shall be informed in writing about all complaints concerning MPS-ABC and ECAS that are known to Participant, irrespective of whether they come from himself or from a third party.
23. The agreement shall apply for an indefinite period. Without prejudice to the termination with immediate effect as a result of a sanction, this agreement can be terminated by each of the parties in writing commencing on 1 January of the next calendar year, whereby there shall be no restitution of the costs already paid by Participant in advance. The cancellation shall take place before 1 November of the current calendar year.
24. In the event of a dispute with regard to applying one of these provisions, the managing director of ECAS shall decide. It is possible to appeal against this decision with the Appeals Board ECAS B.V., in conformity with the regulations that have been drawn up for this purpose. The handling of the appeal shall take place in the Netherlands. The decision of the Appeals Board shall be binding. During the period of dispute ECAS shall be entitled to suspend the qualification.
25. Participating in MPS-ABC is personal. Rights and duties from this agreement shall not be susceptible of transfer, unless this is done with prior written approval by ECAS.
26. Any additional or varying provisions have been included in appendix A.
27. Participant states to have received the following appendices of this agreement and that he shall accept its applicability
 - the Certification Scheme MPS-ABC
 - the Cost Analysis referring to the certification
 - the General conditions ECAS B.V.
 - the Regulations for quality system certification, product certification and Inspection Certification and
 - the Regulations Appeals Board ECAS B.V..
28. This agreement shall be governed by Dutch law.

Drawn up in triplicate and signed for approval in _____ date: _____

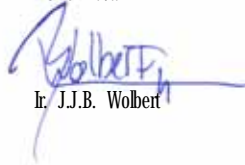
Foundation MPS

Th. de Groot



ECAS B.V.:

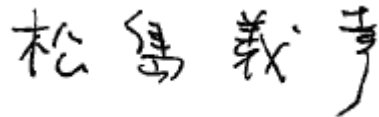
Ir. J.J.B. Wolbert



Company name: _____

Name: _____

Signed as witness by
MPS Japan Co., Ltd



Yoshiyuki Matshushima

Appendix A

Appendices can be downloaded from the mentioned websites or requested at ECAS B.V.: 0174-615715, info@ecas.nl

Appendix 1: Certification scheme MPS-ABC: www.my-mps.com

Appendix 2: Cost analysis: www.ecas.nl

Appendix 3: General conditions ECAS B.V.: www.ecas.nl

Appendix 4: Regulations for quality system certification, product certification and Inspection Certification: www.ecas.nl

Appendix 5: Regulations Appeals Board ECAS B.V.: www.ecas.nl

Appendix A: additional conditions agreement

1. The participant agrees that English shall be the medium of communication with MPS/ECAS.
2. The Participant guarantees that there are no hindrances of a legal or other nature in his country with respect to issues arising from this legal relationship. The Participant shall indemnify MPS/ECAS, and MPS/ECAS shall be without liability in all claims that third parties might assert against it, and shall compensate for any damages that may result from immediate termination or breach of contract due to intervention by his government.
3. In addition to article 24: The arbitral award of this Commission shall be binding on both parties and shall be enforced pursuant to the United Nations Convention of 10 June 1958 on the Recognition and Enforcement of Foreign Arbitral Awards via a court of the participant's country of residence; it should be noted that this court may not alter the arbitral award itself.
4. Practically, (part of) the MPS-ABC activities of MPS/ECAS are coordinated and executed by MPS-Japan. The Participant herewith authorises MPS/ECAS in relation to this to make further agreements with MPS-Japan and commits himself towards MPS/ECAS and MPS-Japan to comply with the agreements made. The agreements with MPS-Japan include amongst others:
 - The promotion of MPS/ECAS in Japan and to bring in new Participants;
 - The supply of information in relation to the applicable requirements, the record keeping and responding to questions of Participants with regard to MPS-ABC;
 - To act as contact towards MPS/ECAS and to report any relevant appearing issues;
 - To collect and forward the recorded data timely to ECAS;
 - To forward complaints, if any;
 - To distribute to the Japanese Participants the qualifications etc. issued by ECAS;
 - To collect fees involved with the participation within MPS-ABC;

Appendix 2: Costs analysis

The costs analysis relevant for Participants in Japan is part of the responsibility of MPS-Japan (refer to Appendix A)